

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

2006 JAN 17 AM 8:27

A06CA034 SS

PARAMDEEP DHODY,

Plaintiff,

v.

APPLIED BEHAVIORAL TECHNOLOGIES,
INC. AND JOSEPH RIGGIO,

Defendants.

CIVIL ACTION NO.

**DEFENDANT'S NOTICE OF
REMOVAL**

DEFENDANTS, APPLIED BEHAVIORAL TECHNOLOGIES, INC. and JOSEPH RIGGIO
file this notice of removal under 28 U.S.C. §1446(a).

A. Introduction

1. PARAMDEEP DHODY is the Plaintiff. APPLIED BEHAVIORAL TECHNOLOGIES, INC. and JOSEPH RIGGIO are all of the Defendants.

2. On December 13, 2005, Plaintiff sued Defendants for breach of contract, deceptive trade practices and other causes of action in the 126th Judicial District Court, Travis County, Texas.

3. Both Defendants were served via the Texas Secretary of State. The Secretary of State was served with the citations on December 16, 2006. Under the Texas long-arm statute, the Secretary of State is required to "immediately mail a copy of the process to the nonresident." The Secretary of State did not mail the process until December 22, 2005, six days later. Defendant APPLIED BEHAVIORAL TECHNOLOGIES, INC. ("ABT") received the process on December 29, 2005 and Defendant JOSEPH RIGGIO ("RIGGIO") received it on January 5, 2006. There is a question under Texas law as to whether service is complete under these circumstances as of (1) the day the Secretary of State receives the process or (2) the date the Secretary of State mails it to the

defendants. Either way, this Notice of Removal is timely filed within 30 days of the date of service.

B. Basis for Removal

4. Removal is proper because there is complete diversity between the parties. 28 U.S.C. §1332(a).

5. Both at the time this suit was commenced and at the time of this removal, Plaintiff was/is a citizen either of the state of Texas or of the United Kingdom, a foreign state. At the time of the events made the basis of Plaintiff's lawsuit, he was a citizen of the United Kingdom insofar as he resided in that country with the intent of maintaining his residency permanently. He has since moved his residence to Texas, but it is unknown if he intends to remain here permanently. If so, then his domicile has changed from that of the United Kingdom to Texas. If not, then he remains domiciled in the United Kingdom. Either way, he is not a citizen of the state of New Jersey.

6. The Defendants are both citizens of the state of New Jersey. Both at the time this suit was commenced and at the time of this removal, Defendant ABT was/is incorporated in New Jersey and had/has its principal place of business in that state. Both at the time this suit was commenced and at the time of this removal Defendant Riggio was/is a citizen of New Jersey because New Jersey is the state where he resides and where he intends to maintain his residence permanently.

7. Therefore, complete diversity exists because this is a lawsuit either between (1) citizens of different States, 28 U.S.C. §1332(a)(1) or (2) citizens of a State and citizens or subjects of a foreign state, 28 U.S.C. §1332(a)(2).

8. The amount in controversy exceeds \$75,000, exclusive of interest, costs, and attorney fees. The lawsuit alleges that Defendants breached two approximately \$40,000 Executive Leadership Development Agreements and a Loan Agreement. The two Executive Leadership Development Agreements collectively exceed \$75,000. Moreover, the Loan Agreement alone was

for the principal sum of £300,000 (Great Britain Pounds), which Plaintiff alleges is the equivalent of approximately \$580,000. This sum was loaned by Plaintiff to Defendant Joseph Riggio pursuant to the Loan Agreement, which was dated January 1, 2005. The Loan Agreement was to be repaid in a single installment on January 1, 2010. As a single-payment loan, none of the principal has yet matured or been paid, and the entire amount therefore is in controversy in this lawsuit.

9. Plaintiff seeks the return of these amounts, plus other unspecified consequential, special and exemplary damages under various contract, statutory and common-law causes of action.

10. 28 U.S.C. §1441(a) provides for the removal of this suit since it is a case over which the district courts of the United States have original jurisdiction due to the diversity of citizenship referenced above.

11. Both of the Defendants to this lawsuit have been served with summons, consent to the removal of this case to federal court, and join in this removal notice.

12. All pleadings, process, orders, and all other filings in the state court action are attached to this notice as required by 28 U.S.C. §1446(a).

13. Venue is proper in this district under 28 U.S.C. §1441(a) because this district and division embrace the place in which the removed action has been pending. However, Defendants anticipate filing an objection to this court's jurisdiction over their persons and/or a motion to transfer venue for forum *non conveniens*.

14. Defendants will file promptly a copy of this notice of removal with the clerk of the state court in which the action has been pending.

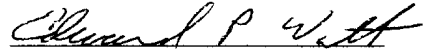
C. Jury Demand

15. Plaintiff did not demand a jury in the state court action.

D. Conclusion

10. Wherefore, Defendants hereby give notice of the removal of this cause to the United States District Court, Western District of Texas.

Respectfully submitted,




EDWARD P. WATT
Texas State Bar No. 20976500
WATT LAW FIRM, P.C.
141 Loop 64, Suite C
Dripping Springs, Texas 78620
Tel: 512-894-4404
Fax: 512-858-0770

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of this document was served on the Plaintiff through his counsel of record, as follows:

***Via Facsimile (512) 472-0432 and
Certified Mail, Return Receipt Requested
7004 0750 0002 6040 6058***
David G. Slater
Slater & Kennon, LLP
4807 Spicewood Springs Road
Building 2, Suite 240
Austin, Texas 78759

on this 17th day of January, 2005.



Edward P. Watt

Filed Date	Category	Description	Additional Info
12/9/2005	CV PETIT...	ORIGINAL PETITION/APPLICATION	PLAINTIFF'S ORIGINAL PETITION
12/16/20...	CV SERV..	SERVICE OF PROCESS	EXECUTED SERVICE OF CITATION - JOSEPH RIGGIO
12/16/20...	CV SERV..	SERVICE OF PROCESS	EXECUTED SERVICE OF CITATION - APPLIED BEHAVIORAL TECH. INC.
		Judges Notes/Comments	
1/5/2006	CV SERV..	SERVICE OF PROCESS	SECRETARY OF STATE SERVICE CERTIFICATE WITH SERVICE - APPLIE D BEHAVIROAL TECHNOLOGIES, INC
1/9/2006	CV OTHE...	OTHER	CERTIFICATE OF LAST KNOWN ADDRESS
1/9/2006	CV ORDE ..	ORDERS	DEFAULT JUDGMENT

Scanned on DEC 12, 2005

DEC 13 2005

GN504409

CAUSE NO. _____ COURT _____

PARAMDEEP DHODY
Plaintiff,

V.

APPLIED BEHAVIORAL TECHNOLOGIES,
INC. AND JOSEPH RIGGIO,
Defendants.§
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IN THE DISTRICT COURT

12b JUDICIAL DISTRICT

OF TRAVIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, Paramdeep Dhody, (hereinafter called "Plaintiff"), complaining of and about Applied Behavioral Technologies, Inc. (hereinafter referred to as "ABT") and Joseph Riggio (hereinafter collectively referred to as "Defendants"), and for cause of action shows unto the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff intends that discovery be conducted under Discovery Level 2.

PARTIES

2. Plaintiff, Paramdeep Dhody, is a Texas resident and has appeared by and through his attorney of record, David G. Slater.
3. Defendant ABT, a corporation, is a nonresident of the State of Texas. Said Defendant engages or has engaged in business in this State, but does not maintain a regular place of business or a designated agent for service of process. This lawsuit arises out of business said defendant performs in this State and to which said Defendant ABT is a party. Therefore, under Section 17.044 of the Texas Civil Practice and Remedies Code, substituted service on Defendant ABT should be made by serving the

Filed in the District
of Travis County, Texas
on 12/13/05 P.M.
at 12:07 PM
Amalia Rodriguez-Mendoza, Clerk

FILED
05 DEC 13 PM 12:21
DISTRICT CLERK
TRAVIS COUNTY, TEXAS

000001865

Secretary of State of Texas, Statutory Documents Section, Citations Unit, P.O. Box 12079, Austin, Texas 78711-2079, and forwarded to Defendant ABT's home or home office at P.O. Box 26, Ridgewood, NJ 07451. Service of said Defendant as described above can be affected by certified mail, return receipt requested.

4. Defendant Joseph Riggio, an individual, is a nonresident of the State of Texas. Said Defendant engages or has engaged in business in this State, but does not maintain a regular place of business or a designated agent for service of process. This lawsuit arises out of business said defendant performs in this State and to which said Defendant Riggio is a party. Therefore, under Section 17.044 of the Texas Civil Practice and Remedies Code, substituted service on Defendant ABT should be made by serving the Secretary of State of Texas, Statutory Documents Section, Citations Unit, P.O. Box 12079, Austin, Texas 78711-2079, and forwarded to Defendant Riggio's home or home office at 329 E Ridgewood Ave., Ridgewood, NJ 07450-3301. Service of said Defendant as described above can be affected by certified mail, return receipt requested.

JURISDICTION AND VENUE

5. The subject matter in controversy is within the jurisdictional limits of this Court.

6. This Court has personal jurisdiction over all Defendants, and each of them individually, in that said Defendants purposefully availed themselves of the privilege of conducting activities in the State of Texas and established minimum contacts sufficient to confer jurisdiction over said Defendants, and each of them, and the assumption of jurisdiction over the Defendants will not offend traditional notions of fair play and substantial justice and is consistent with the constitutional requirements of due process.

7. Plaintiff would show that the Defendants, and each of them, had continuous and systematic contacts with the State of Texas sufficient to establish general jurisdiction over said Defendants.

8. Plaintiff would also show that the cause of action arose from or relates to the contacts of Defendants, and each of them, to the state of Texas, thereby conferring specific personal jurisdiction with respect to said Defendants, and each of them.

9. Furthermore, Plaintiff would show that Defendants, and each of them, engaged in activities constituting business in the State of Texas as provided by Section 17.042 of the Texas Civil Practice and Remedies Code, in that said Defendants, and each of them, contracted with a Texas resident and performance of the agreement in whole or in part thereof was to occur in Texas, and said Defendants, and each of them, committed a tort in whole or in part in Texas.

10. Venue in Travis County is proper in this cause under Section 15.002(a)(4) of the Texas Civil Practice and Remedies Code because neither defendant has a principal office or residence in Texas, and Travis County is the Plaintiff's county of residence.

BACKGROUND

11. Defendant Riggio works by and through Defendant ABT providing mentoring and personal and professional developmental coaching services, whereby he makes certain representations concerning his ability to improve the quality of one's life in a variety of aspects. His promotional methods and materials are geared toward establishing trust by his clients in both his judgment and his skills. Of his many touted professional skills, he includes manipulation and creating certain affirmative beliefs in others.

12. On or about May 1, 2004, Plaintiff, Paramdeep Dhody, entered into an agreement with Defendants which promised and covenanted, *inter alia*, that Defendants would provide to Plaintiff Paramdeep Dhody certain mentoring, counseling, and educational services designed to enhance the quality of Plaintiff Paramdeep Dhody's personal and professional life, and in exchange, Plaintiff would pay to Defendants the sum of approximately \$40,000 ("Paramdeep's Agreement"). The term of Paramdeep's Agreement would be for at least one year. Paramdeep's Agreement was reduced to writing and executed, and funds were transferred to Defendants by Plaintiff. The written agreement terminated on May 31, 2005. The relationship contemplated in Paramdeep's Agreement would require Defendants to act for Mr. Dhody and to give advice to him in all areas of his life. In order to develop this relationship, Mr. Dhody would be required to place a special confidence in Defendants and, at times, substitute their judgment for his own. Over time, and by and through the calculated design of Defendants, Defendants established an unusually close and personal relationship with Paramdeep grounded upon the claimed superior knowledge and understanding of Defendant Riggio. This close and personal relationship was orchestrated by Defendants to place Paramdeep in a vulnerable position of dependence and subservience to the will and instructions of Defendant Riggio. Moreover, said relationship was intentionally designed to operate as, and did operate, as a fiduciary relationship in which Defendants purported to act in the best interest of Mr. Dhody. The genesis of this fiduciary relationship was the mentoring contract entered into between the parties, however, over time, the fiduciary nature of the relationship was established by virtue of specific acts and practices employed by Defendants to engender unwavering trust and confidence on the part of Mr. Dhody.

Although Defendant Riggio repeatedly represented that he would act honestly and with a high degree of fidelity to Mr. Dhody, these representations were false and, in truth and in fact, Defendants betrayed the trust and confidence of Mr. Dhody and violated their fiduciary duty to him, to the harm and detriment of Plaintiff.

13. On or about August 15, 2004, Plaintiff entered into an agreement with Defendants that provided, *inter alia*, that Defendants would provide to Keli Mathieu-Dhody certain mentoring, counseling, and educational services designed to enhance the quality of Plaintiff Keli Dhody's life, and in exchange, Plaintiff would pay to Defendants the sum of approximately \$40,000 ("Keli's Agreement"). The term of Keli's Agreement would be for at least one year. Keli's Agreement was reduced to writing and executed, and funds were transferred to Defendants by Plaintiff. The written agreement terminated on August 14, 2005. The relationship contemplated in Keli's Agreement would require Defendants to act for Keli and to give advice to her in all areas of her life. In order to develop this relationship, Keli would be required to place a special confidence in Defendants and, at times, substitute their judgment for her own.

14. In or about June of 2004, Defendants became aware of Plaintiff's substantial wealth, and Defendant Riggio suggested to Mr. Dhody that Mr. Dhody should give Defendant Riggio money to be invested in real estate. Defendant Riggio represented that he and his wife were successful real estate investors and that Plaintiff Dhody should trust Defendant Riggio to make investment decisions with Plaintiff Dhody's money. More specifically, Defendant Riggio suggested that he take a substantial amount of funds from Plaintiff Dhody to invest as he saw fit, with no set time for repayment to Plaintiff Dhody, if at all, for purposes to include, but in no way limited by, real estate investment, investment

in Defendants' various ongoing enterprises, and new ventures of Defendants'. At the same time, and acting in the guise of his professional, fiduciary capacity, Defendant Riggio was counseling Mr. Dhody to be more generous with his wealth and more trusting of others. This advice coincided with Defendant Riggio's request for funds and was echoed throughout Defendant Riggio's calculated scheme. This advice was part and parcel of a strategy aimed solely at extracting a large sum of money from Plaintiff.

15. In or about August of 2004, Defendant Riggio made Plaintiff aware of an investment contract whereby he would be able to invest and obtain an interest in a venture Defendant Riggio called "Mountain NLP" through an investment contract. Defendant Riggio offered to sell to Plaintiff 24 ¾% of the interest in this investment and represented that he was the promoter of said investment. Defendant Riggio told Plaintiff that his involvement would be as a silent partner, relying on the expertise and skill of Defendant Riggio to obtain an return on his investment. Mr. Dhody requested certain financial statements regarding this venture, however, Defendant Riggio failed and refused to provide them.

16. In or about October of 2004, Defendant Riggio once again approached and solicited Plaintiff's involvement in a business enterprise. This time, Defendant Riggio offered Plaintiff the opportunity to invest in his existing company, Defendant ABT, whereby Plaintiff would pay a sum certain for the rights to a royalty interest in specific intellectual property owned by Defendant ABT. The discussions concerning this transaction eventually evolved into the events described in Paragraph 17 below.

17. On or about October 24, 2004, while acting in his professional, fiduciary capacity, Defendant Riggio persuaded Plaintiff to transfer to Defendant Riggio's personal

bank account the sum of £300,000 (approximately \$580,000). In consideration of this payment, Defendant Riggio, as president of Defendant ABT, promised to provide to Plaintiff mentoring services for a five-year period, whereby he would help Plaintiff to grow his net worth to the sum of £100,000,000 (approximately \$170,000,000). Defendant Riggio further promised to pay back the £300,000 without interest, instead, as consideration for the "loan", Defendant Riggio would provide the aforementioned services. This "loan" agreement ("Loan Agreement") was later reduced to writing. In or about November of 2004, just after receiving the wire transfer from Plaintiff, the frequency of contacts by Defendants to Plaintiff rose exponentially. Based upon information and belief, and upon various communications from Defendants, Defendants attempted at this time to extract more funds from Plaintiff.

18. In or about January of 2005, after Plaintiff had communicated that he would give Defendants no more money, Defendant Riggio began a pattern of avoiding Plaintiff and making excuses for not being able to fulfill certain parts of the mentoring agreements (Paramdeep's Agreement and Keli's Agreement). Further, Defendant Riggio began refusing to return emails, and communicated his intent to only pay back the "loan" without interest. Instead of honoring his promise to work with Plaintiff for five years, helping him to reach certain personal and professional goals, he would only perform what was committed to writing with respect to the Loan Agreement, and the Loan Agreement only.

19. At all times relevant to this lawsuit, Defendant Riggio was the president of Defendant ABT. All conditions subsequent to filing this lawsuit have been met.

CAUSES OF ACTION AND RELIEF SOUGHT

20. Declaratory Judgment. Plaintiff incorporates herein paragraphs 11 through 19 above. Plaintiff seeks a declaration of the contractual rights and liabilities of the parties under Paramdeep's Agreement, Keli's Agreement, and the Loan Agreement, all made the subject of this action in accordance with the Uniform Declaratory Judgments Act, Chapter 37 of the Civil Practice and Remedies Code. Specifically, Plaintiff seeks a declaration that Defendants, and each of them, breached each of the aforementioned agreements.

21. Common Law Fraud. Plaintiff incorporates herein paragraphs 11 through 19 above. Defendants, and each of them, acting in concert and combination, made material misrepresentations of fact which were relied upon by Plaintiff to Plaintiff's harm and detriment, and, further, concealed material facts from Plaintiff to Plaintiff's harm and detriment. Defendants, and each of them, knew said representations were false and knew that Plaintiff reasonably relied upon such false representations, said conduct amounting to the tort of common law fraud. Plaintiff herein seeks from the Defendants, and each of them, all of his actual damages resulting from the common law fraud perpetuated by the Defendants, in concert and combination, as well as exemplary damages for the outrageous and tortious conduct by the Defendants.

22. Deceptive Trade Practices. Plaintiff herein incorporates paragraphs 11 through 19 above. Defendants, and each of them, violated the Texas Deceptive Trade Practices and Consumer Practices Act, Bus. & Com. Code Sec. 17.41, et. seq. (hereinafter referred to as the "Act"), in that Defendants, and each of them, made, undertook, and committed false, misleading, or deceptive acts or practices in the product

of trade or commerce, including, but not limited to the false, misleading, or deceptive acts or practices:

- (A) representing that services have approval, characteristics, ingredients, uses, benefits, or quantities which they do not have, as provided under Section 17.46(b)(5) of the Act;
- (B) representing that services are of a particular standard, quality, or grade, if they are of another, as provided under Section 17.46(b)(7) of the Act;
- (C) representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, as provided under Section 17.46(b)(12) of the Act; and
- (D) failing to disclose information concerning services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction which the consumer would not have entered had the information been disclosed, as provided under Section 17.46(b)(23) of the Act.

23. Breach of Contract. Plaintiff herein incorporates paragraphs 11 through 19 above. Defendants, and each of them, acting by and through their respective agents and representatives, breached Paramdeep's Agreement, Keli's Agreement, and the Loan Agreement to the harm and detriment of Plaintiff. Plaintiff seeks all of his actual, direct, indirect, special, and consequential damages resulting from said breaches, as well as reasonable and necessary attorneys' fees as provided by law.

24. Breach of Fiduciary Duty. Plaintiff incorporates herein paragraphs 11 through 19 above. Defendants, and each of them, owed a fiduciary duty to Plaintiff as a

result of their respective positions as mentors, coaches, and teachers to Plaintiff. The conduct complained of herein by the Plaintiff constitutes a breach of said fiduciary duties. Plaintiff seeks all of his actual damages that naturally result from said breaches. Plaintiff herein seeks from Defendants, and each of them, all of his actual damages resulting from the breach of Defendants' fiduciary duties, as well as exemplary damages for the outrageous conduct by Defendants.

25. Intentional Conspiracy to Defraud. Plaintiff incorporates herein paragraphs 11 through 19 above. The Defendants, and each of them, agreed to join in concert and combination to knowingly and intentionally act to defraud Plaintiff. As a result of the intentional conspiratorial agreement and actions of the Defendants, and each of them, they knowingly and intentionally acted in concert to the foreseeable financial detriment and damage to Plaintiff. Such agreement and joinder of conduct constitutes common law fraud, as well as the violation of statute, namely, the Texas Deceptive Trade Practices Act, set out with more particularity in paragraph 22 above, which is incorporated by reference hereto as if fully set out herein. As a result of the conspiracy of action, the acts of each defendant are imputed to each other co-defendant, and each of them, in this action.

26. Intentional Infliction of Emotional Distress. Plaintiff incorporates herein paragraphs 11 through 19 above. The Defendants, and each of them, agreed to join in concert and combination to knowingly and intentionally act in an extreme and outrageous manner to cause Plaintiff severe emotional distress. Further, the purpose of causing said emotional distress was to cause Plaintiff to be in a weak state of mind, allowing Defendants to more easily succeed in their scheme to defraud Plaintiff. Defendant's

actions were the proximate cause of Plaintiff's severe emotional distress, such actions amounting to the tort of intentional infliction of emotional distress. Plaintiff herein seeks from Defendants, and each of them, all of his actual damages resulting from the intentional infliction of emotional distress, as well as exemplary damages for the outrageous conduct by Defendants.

ATTORNEYS' FEES

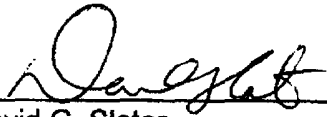
27. Plaintiff seeks to recover all costs of court, expenses, and reasonable and necessary attorneys' fees pursuant to the applicable provisions of the Texas Deceptive Practices and Consumer Protection Act, Civil Practice and Remedies Code, and Uniform Declaratory Judgments Act, incurred in the prosecution of this cause, as well as the reasonable and necessary attorneys' fees incurred in any appeal therefrom.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that Defendants, and each of them, be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for Plaintiff against Defendants, jointly and severally, for damages in an amount within jurisdictional limits of this Court, together with pre-judgment interest at the maximum rate allowed by law, post-judgment interest at the legal rate, costs of court, and such other and further relief to which Plaintiff may be entitled at law or in equity.

Respectfully submitted,

SLATER & KENNON, LLP

By: 
David G. Slater

Texas Bar No. 18481800
4807 Spicewood Springs Rd.
Building 2, Suite 240
Austin, Texas 78759
Tel. (512)472-2431
Fax. (512)472-0432
ATTORNEYS FOR PLAINTIFF
PARAMDEEP DHODY

Sc DEC 21, 2005

C I T A T I O N
T H E S T A T E O F T E X A S
C A U S E N O . D - 1 - G N - 0 5 - 0 0 4 4 0 9

Filed in The District Court
of Travis County, Texas
on 12.16.05
at 4:52 p.
Amalia Rodriguez-Mendoza, Clerk

PARAMDEEP DHODY

, Plaintiff

vs.

APPLIED BEHAVIORAL TECHNOLOGIES, INC. AND JOSEPH RIGGIO

, Defendant

TO: JOSEPH RIGGIO
BY SERVING THE TEXAS SECRETARY OF STATE
1019 BRAZOS
AUSTIN, TEXAS 78701

Defendant, in the above styled and numbered cause:

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Attached is a copy of the ORIGINAL PETITION of the PLAINTIFF in the above styled and numbered cause, which was filed on DECEMBER 13, 2005 in the 126TH JUDICIAL DISTRICT COURT of Travis County, Austin, Texas.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, December 14, 2005.

REQUESTED BY:
DAVID G SLATER
4807 SPICEWOOD SPRINGS RD.
AUSTIN, TX 78759
BUSINESS PHONE: (512)472-2431

FAX: (512) 472-0432

AMALIA RODRIGUEZ-MENDOZA
Travis County District Clerk
Travis County Courthouse
1000 Guadalupe, P.O. Box 679003 (78767)
Austin, Texas 78701



By Christina Mullins
CHRISTINA MULLINS, Deputy

--- R E T U R N ---

Came to hand on the 16 day of December, 2005 at 3:40 o'clock P M., and executed at 1019 Brazos St. Austin, TX within the County of Travis on the 16 day of December, 2005, at 4:22 o'clock P M., by delivering to the within named Lorena Bernal Receptionist, each in person, a true copy of this citation together with the ORIGINAL PETITION accompanying pleading, having first attached such copy of such citation to such copy of pleading and endorsed on such copy of citation the date of delivery.

Service Fee: \$ _____

Raul C.
Sheriff / Constable / Authorized Person

Sworn to and subscribed before me this the

16th day of Dec, 2005.

Shannon M. Schumacher
Notary Public, THE STATE OF TEXAS



SHANNON M. SCHUMACHER
Notary Public, State of Texas
My Commission Expires
APRIL 2, 2008

Raul C.
Printed Name of Server

Travis
County, Texas

County, Texas

D-1-GN-05-004409

SERVICE FEE NOT PAID

D01 - 00103

☒ Original

☐ Service Copy

015600000

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C I T A T I O N
T H E S T A T E O F T E X A S
C A U S E N O . D - 1 - G N - 0 5 - 0 0 4 4 0 9

Filed in The District Court
of Travis County, Texas
on 12.16.05
at 4:52 P.M.
Amalia Rodriguez-Mendoza, Clerk

PARAMDEEP DHODY

, Plaintiff

vs.

APPLIED BEHAVIORAL TECHNOLOGIES, INC. AND JOSEPH RIGGIO

, Defendant

TO: APPLIED BEHAVIORAL TECHNOLOGIES, INC.
BY SERVING THE TEXAS SECRETARY OF STATE
1019 BRAZOS
AUSTIN, TEXAS 78701

Defendant, in the above styled and numbered cause:

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ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office, December 14, 2005.

REQUESTED BY:
DAVID G SLATER
4807 SPICEWOOD SPRINGS RD.
AUSTIN, TX 78759
BUSINESS PHONE: (512)472-2431

FAX: (512) 472-0432

AMALIA RODRIGUEZ-MENDOZA
Travis County District Clerk
Travis County Courthouse
1000 Guadalupe, P.O. Box 679003 (78767)
Austin, Texas 78701



By Christina Mullins
CHRISTINA MULLINS, Deputy

R E T U R N

Came to hand on the 16 day of December, 2005 at 3:40 o'clock P M., and executed at 1019 Brazos St. Austin, TX within the County of Travis on the 16 day of December, 2005, at 4:22 o'clock P M., by delivering to the within named Corena Bernal, each in person, a true copy of this citation together with the ORIGINAL PETITION accompanying pleading, having first attached such

copy of such citation to such copy of pleading and endorsed on such copy of citation the date of delivery.

Service Fee: \$ _____

Sworn to and subscribed before me this the

16th day of Dec, 2005.

Shannon M. Schumacher
Notary Public, THE STATE OF TEXAS



SHANNON M. SCHUMACHER
Notary Public, State of Texas

My Commission Expires

APRIL 7 2008

Printed Name of Server

Travis

County, Texas

D-1-GN-05-004409

SERVICE FEE NOT PAID

D01 - 00101

☒ Original ☐ Service Copy

070600000

Scanned on JAN 06, 2006



The State of Texas
Secretary of State

Filed In The District
of Travis County, Texas
on 1-5-06
at 2:11 P.M.
Amalia Rodriguez-Mendoza, Clerk

2006-115833-1

I, the undersigned, as Secretary of State of Texas DO HEREBY CERTIFY that according to the records of this office, a copy of the Citation with Plaintiff's Original Petition in the cause styled:

Paramdeep Dhody vs Applied Behavioral Technologies Inc and Joseph
Riggio
126th Judicial District Court Of Travis County, Texas
D1GN05004409

was received by this office on December 16, 2005, and that a copy was forwarded on December 22, 2005, by CERTIFIED MAIL, return receipt requested to:

Applied Behavioral Technologies Inc
PO Box 26
Ridgewood, NJ 07451

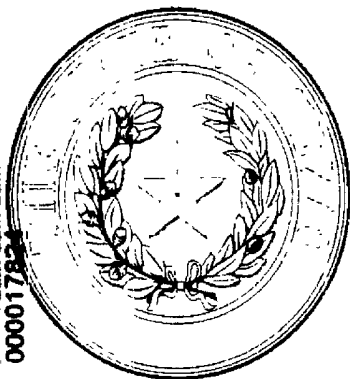
The RETURN RECEIPT was received in this office dated December 29, 2005, bearing the Signature Of Addressee's Agent.

Date issued: January 2, 2006

A handwritten signature in cursive script that reads "Roger Williams".

Roger Williams
Secretary of State

ST\sv



000017824

Scanned on JAN 09, 2006

Filed In The District
of Travis County, Texas
on 1-16-06
at 12:52 P. M.
Amalia Rodriguez-Mendoza Clerk

CAUSE NO. GN, 504,409

PARAMDEEP DHODY
Plaintiff,

V.

APPLIED BEHAVIORAL TECHNOLOGIES,
INC. AND JOSEPH RIGGIO,
Defendants.

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IN THE DISTRICT COURT

126TH JUDICIAL DISTRICT

OF TRAVIS COUNTY, TEXAS

CERTIFICATE OF LAST KNOWN ADDRESS

Plaintiff Paramdeep Dhody certifies that the last known mailing address of
Defendant Applied Behavioral Technologies, Inc. is as follows:

Applied Behavioral Technologies, Inc.
P.O. Box 26
Ridgewood, NJ 07451

Respectfully submitted,

SLATER & KENNON, LLP

By: 

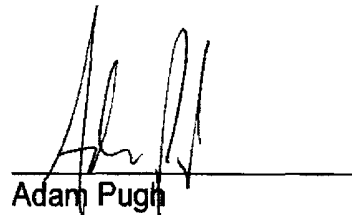
David G. Slater
Texas Bar No. 18481800
Adam Pugh
Texas Bar No. 24044341
4807 Spicewood Springs Rd.
Building 2, Suite 240
Austin, Texas 78759
Tel. (512)472-2431
Fax. (512)472-0432
ATTORNEYS FOR PLAINTIFF
PARAMDEEP DHODY

000019718

CERTIFICATE OF SERVICE

I certify that on January 9th, 2006, a true and correct copy of this Certificate of Last Known Address was sent by mail to the following:

Applied Behavioral Technologies, Inc.
P.O. Box 26
Ridgewood, NJ 07451



Adam Pugh

968610000

be determined at the final trial of this cause with respect to the following causes of action set forth in Plaintiff's Original Petition:

- a. Common law fraud;
- b. Breach of contract;
- c. Deceptive Trade Practices;
- d. Breach of fiduciary duty; and
- e. Intentional infliction of emotional distress.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff Paramdeep Dhody shall recover over and against Defendant Applied Behavioral Technologies, Inc., the sum of at least \$7,500.00, as a money judgment, as reasonable and necessary attorney's fees in this cause thus far, and such other fees as shall be determined at the time of the final trial in this cause.

SIGNED this 9 day of January, 2006.

Margaret A. O'Connell
JUDGE PRESIDING

D-1-CP-06-000001

520 PMT: COPY CERTIFIED FEES

\$10.00

